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11
12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

14 ALYSSA BALL, *
15 JOHN PRIGNANO, *
16 and * Case No. 2:20-cv-888 -JAD-BNW
17 JANE ROE, *
18 Plaintiffs, *
19 v. *
20 SKILLZ INC., *
21 Defendant. *

22 **MOTION FOR PRELIMINARY INJUNCTION**

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Comes now Jane Roe (“Jane Roe” or the “Plaintiff”),¹ by and through undersigned counsel, and moves this Honorable Court to preliminarily enjoin Skillz Inc. (“Skillz” or the “Defendant”) from advertising within the State of Colorado, and in support thereof states as follows:

I. Introduction

The Defendant operates a collection of illegal gambling smartphone apps that contravene both the criminal and consumer protection laws of myriad states, including Colorado. In support of these apps, the Defendant advertises heavily on other apps and websites, often targeting a female demographic. Jane Roe, not realizing the Defendant was operating a *de facto* online casino, was duped by these advertisements, began patronizing the Defendant’s apps, lost her life’s savings, went into credit card debt, convinced her mother and stepfather to lend her money received by mortgaging their home, and lost these borrowed funds as well. Jane Roe became despondent and depressed, commenced seeking treatment for her gambling addiction, and is now trying to rebuild her life. Jane Roe, however, continues to be ambushed by the Defendant’s advertisements.

The Defendant's promotional efforts serve to retrigger Jane Roe every time they are viewed; as discussed *infra*, these advertisements paint idyllic pictures of women using the Defendants' apps to make extra money, and altogether fail to so much as reference – much less disclose – that these are gambling apps. The advertisements are egregiously violative of Colorado's consumer protection laws, and, aside from continuing to threaten the citizenry of

¹ Jane Roe has filed a motion to proceed under a fictitious name in this litigation (DE #10), which is presently under advisement. Jane Roe's real name is indicated on a certificate of interested parties filed under seal (DE #12) and has been shared with all parties herein through their respective counsel.

1 Colorado at large, are serving to actively hamper Jane Roe's efforts at emotionally recovering
 2 from the appreciable harms done to her by the Defendant.

3 Accordingly, and as discussed in greater detail *infra*, it is appropriate to enjoin the
 4 Defendant from continuing to run advertisements in the State of Colorado. While this may seem
 5 a drastic remedy, the facts *sub judice* reveal the Defendant is advertising in an objectively
 6 unlawful manner and is promoting its products in such a fashion as to wildly deviate from the
 7 norms for marketing even lawful gambling activities.

9 **II. Background Facts**

10 This case concerns the Defendant's operation of various smartphone apps on which
 11 consumers may wager money against one another. *See* First Amended Complaint (the
 12 "Complaint," as found at DE #11), *passim*. One of the Defendant's hallmark games is 21 Blitz,
 13 a smartphone app that very closely resembles the game of blackjack. *See* Declaration of Jane
 14 Roe ("Jane Roe Dec."), attached hereto as Exhibit A ("Ex. A"), at ¶¶ 2-3.²

15 In a game of 21 Blitz, a full deck of cards is exposed one card at a time, in a putatively
 16 random order, with the user then being tasked with placing each card, upon it becoming
 17 exposed, in one of four columns. *See* Jane Roe Dec., Ex. A., at ¶ 4. The objective of 21 Blitz is
 18 to arrange the cards so that those in each column add up to 21, being a riff on the classic casino
 19 game of blackjack; once the cards in a given column add up to 21, the column is "cleared" and
 20 becomes available for the placement of new cards. *Id.* at ¶ 5.

21 If a player in 21 Blitz places cards in a column such that their cumulative value exceeds
 22 21, the game declares the player has "busted" (utilizing the classic blackjack verbiage) and the
 23
 24
 25

26 ² Jane Roe's name has been redacted on the declaration to protect her identity. *See, supra*, n. 1.

1 subject column clears; if a player busts three times before clearing the entire deck, the game
 2 ends; otherwise, the game ends when all 52 cards have been distributed. *Id.* at ¶ 6. 21 Blitz also
 3 offers two alternative methods of clearing a column. *Id.* at ¶ 7. The first alternative method is
 4 whereby a column clears if a player amasses five cards in that column without exceeding the
 5 sum of 21 (being a riff on the “6-card Charlie” rule of certain games of blackjack, especially
 6 those of an older vintage); the second alternative method is whereby the placement of the jack
 7 of spades or the jack of clubs (literally, the two “black jacks”) will automatically clear a column
 8 without regard to the sum of cards contained therein. *Id.* at ¶¶ 8-9.

10 A player’s score in 21 Blitz is computed based on (i) the number of cards the player was
 11 able to clear; (ii) the number of stacks the player was able to clear; (iii) the amount of time
 12 under three (3) minutes the player took to complete the game; and (iv) some combination of
 13 other factors the Defendant does not disclose. *Id.* at ¶ 10.

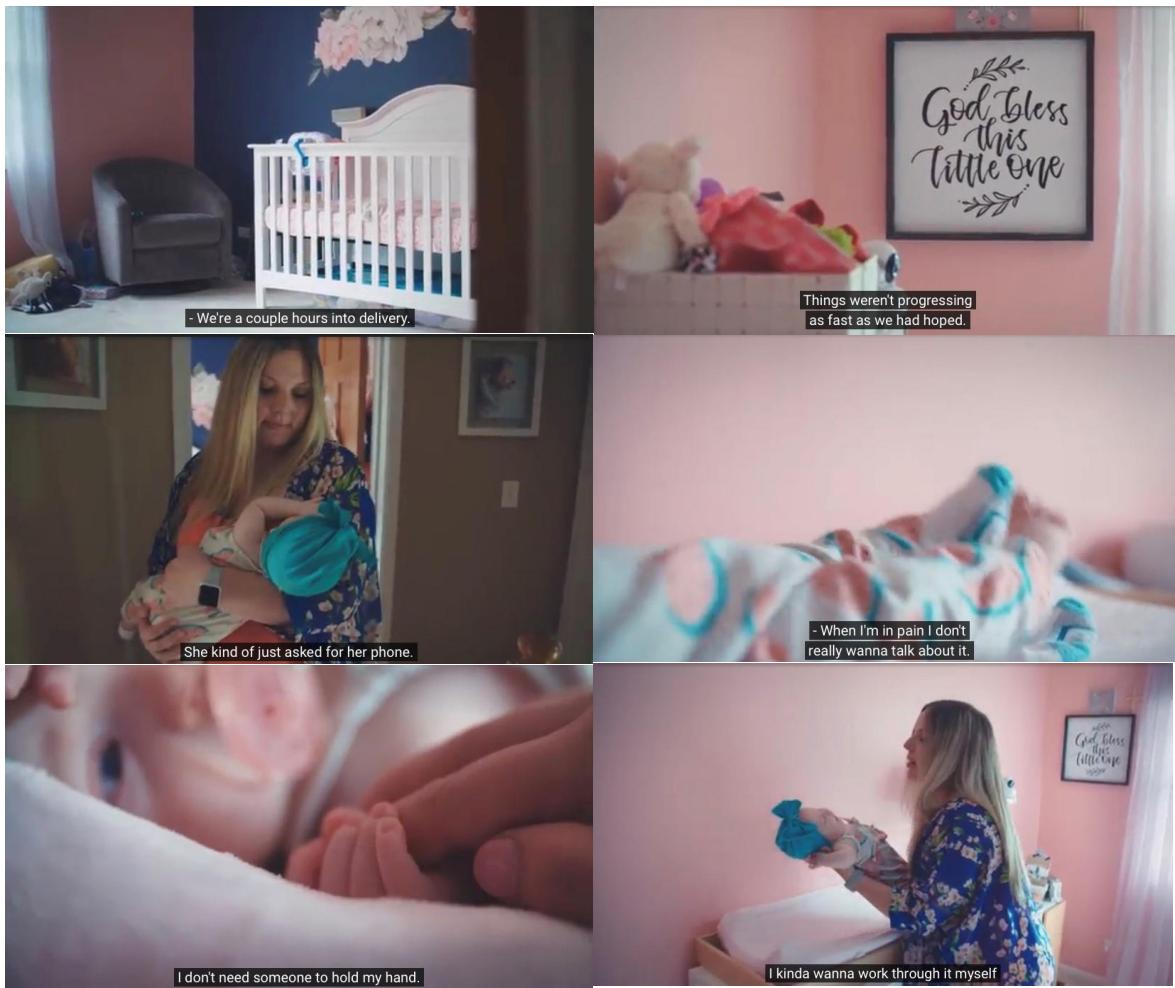
14 Whichever of the two (2) players in a given contest of 21 Blitz has a higher score is
 15 awarded the monies wagered by both players, less the Defendant’s rake. *Id.* at ¶ 11.

17 The Defendant’s “rake” in games of 21 Blitz typically equals Sixteen and Two Thirds
 18 Percent (16.67%) of the monies wagered by both players. *Id.* at ¶ 12.

19 The Defendant runs various internet and app-based video advertisements for its products
 20 (including games aside from 21 Blitz that are also gambling games and that are also operated by
 21 the Defendant and promoted under its logo), with many such advertisements being on platforms
 22 catering to a targeted audience of frugal individuals. *Id.* at ¶ 13. Specifically, the Defendant has
 23 run advertisements on, *inter alia*, The Penny Hoarder, a website featuring content aiding
 24 individuals in saving money and maximizing economic efficiencies. *Id.* at ¶ 14.

1 Jane Roe first encountered the Defendant through its advertisements on The Penny
2 Hoarder, with such advertisements promoting the Defendant's products as an opportunity to
3 make additional income through the use of smart phone apps. *Id.* at ¶ 15. One such
4 advertisement promoted Skillz as a vehicle housewives could use to pay for the carpeting of
5 their home, through minimal efforts in their spare time. *Id.* at ¶ 16.

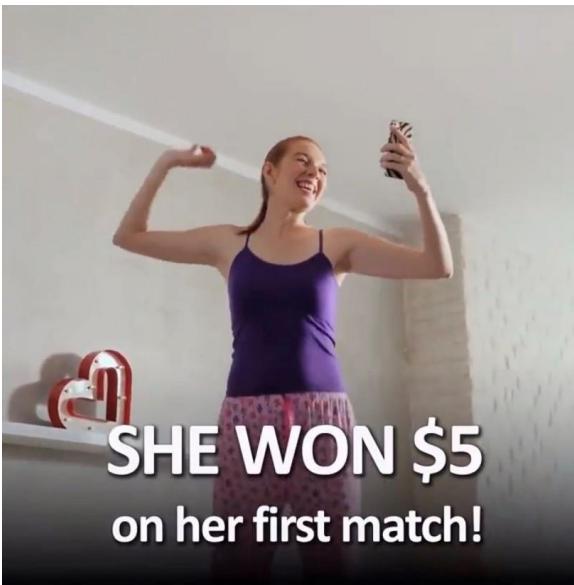
6 A social media advertisement of the Defendant features a woman discussing how she
7 played the Defendant's games – and made money doing so – while in labor, delivering a child:





³ These images are excerpted from a social media video. They do not capture every frame of the video or even the vast majority of the video; while they are excerpted to show some of the more alarming qualities of the Defendant's advertising, Jane Roe does not contend these screen shots to constitute the whole of a single advertisement. *See* Declaration of M. VerStandig, attached hereto as Exhibit B, at ¶ 5.

1 Myriad other advertisements feature women playing the Defendant's games in various
2 settings, boasting of how women are able to make monies playing the Defendant's games and
3 put those funds to good use:



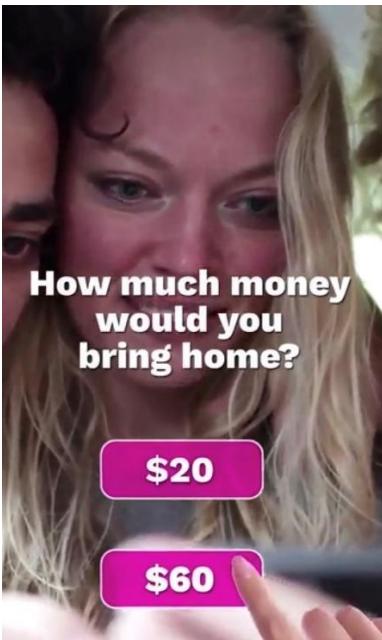
1 **LEGALLY CASH OUT ON**
2  **PayPal**

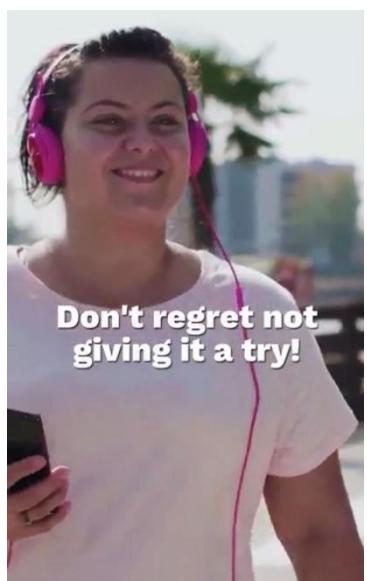
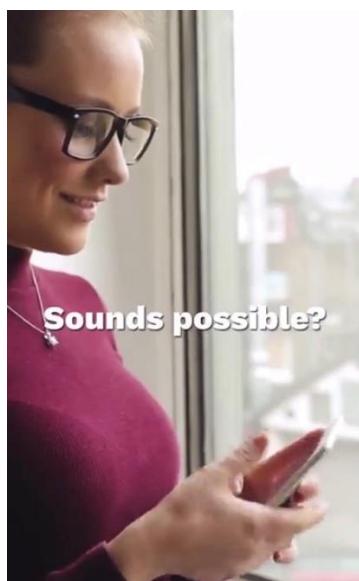
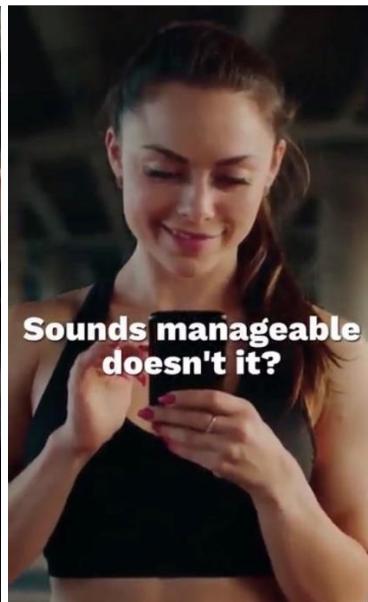
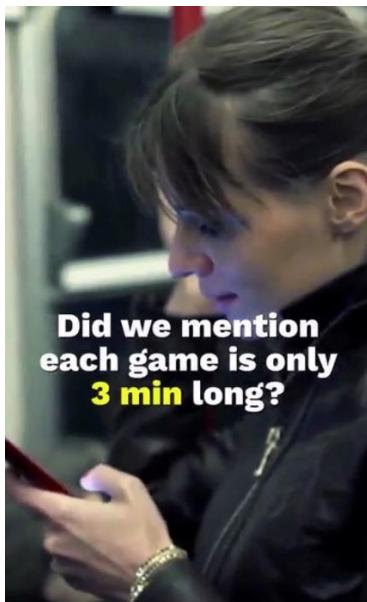
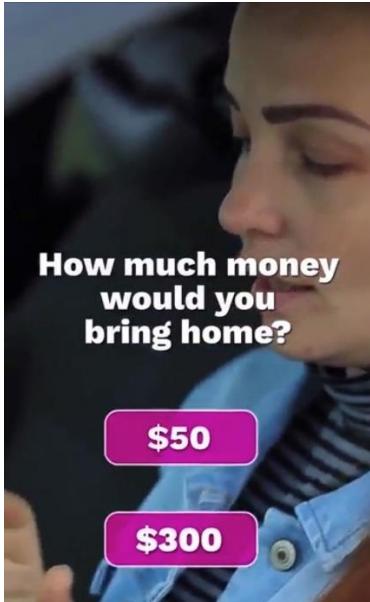


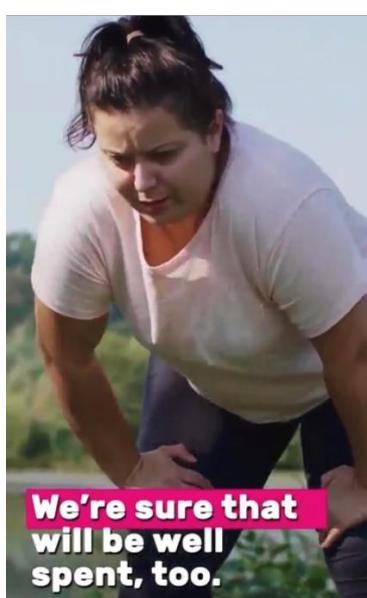
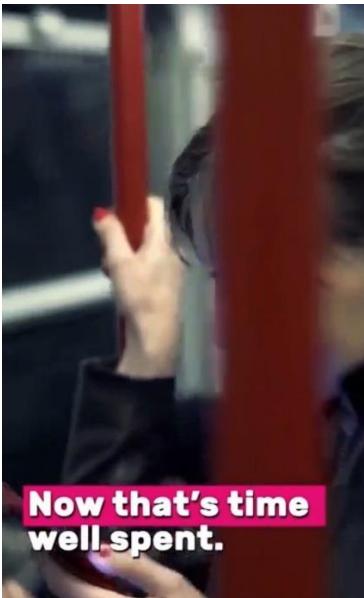
1 **LEGALLY CASH OUT ON**
2  **PayPal**



1 **LEGALLY CASH OUT ON**
2  **PayPal**







4

⁴ These ads have been captured from various social media platforms and non-gambling iPhone apps. The images are screenshots from various advertisements, not a singular advertisement. The images do not portray the whole of any one advertisement but, rather, are selective portions of various video advertisements. *See* Declaration of M. VerStandig, attached hereto as Exhibit B, at ¶ 5.

1 Jane Roe had not previously ever engaged in any substantial gambling activity. *Id.* at ¶
 2 17. Not realizing the Defendant to be a gambling entity, she downloaded one of the Defendant's
 3 apps and began uploading money in hopes of making money, as advertised. *Id.* at ¶ 18.

4 Jane Roe proceeded to lose her life's savings and go into debt, trying to make money on
 5 the Defendant's apps. *Id.* at ¶ 19. She then borrowed money from her mother and stepfather to
 6 continue in her quest to make money on the Defendant's apps, becoming a compulsive gambler
 7 somewhere in the process of playing these games. *Id.* at ¶ 20. She ultimately lost approximately
 8 \$60,000 on the Defendant's apps. *Id.* at ¶ 21.

9
 10 Through the process of losing money and gambling compulsively, Jane Roe became
 11 depressed, dependent, and suicidal. *Id.* at ¶ 22.

12 Jane Roe sought help through Gamblers Anonymous and private therapy. *Id.* at ¶ 23. She
 13 is still receiving treatment for her depression and her addiction as of present. *Id.* at ¶ 24. She
 14 suffers ongoing perceived embarrassment from the ordeal she has suffered, and continues to
 15 confront complex emotional issues attendant to this experience. *Id.* at ¶ 25.

16
 17 The Defendant's pervasive online and app-based advertisements are still seen by Jane
 18 Roe. *Id.* at ¶ 26. She encounters these advertisements on social media, on websites, and in apps.
 19 *Id.* at ¶ 27. Every time she sees one such advertisement, it serves to "retrigger" her to some
 20 degree; to whatever extent her mind may be free of the harms she has suffered – and continues
 21 to suffer – for some fleeting portion of time, encountering an advertisement of the Defendant's
 22 brings her mind back to what she has gone through and the harms that have been done to her
 23 life. *Id.* at ¶ 28.

III. Standard: Preliminary Injunction

As this Honorable Court has previously observed, a preliminary injunction may be granted in consideration of four disjunctive criteria:

The Ninth Circuit recently reiterated the two sets of criteria for granting preliminary injunctive relief. Under the traditional criteria, a court may grant a preliminary injunction if the moving party shows “(1) a strong likelihood of success on the merits, (2) the possibility of irreparable injury to [the moving party] if preliminary relief is not granted, (3) a balance of hardships favoring the [moving party], and (4) advancement of the public interest (in certain cases).” Alternatively, a court may grant a preliminary injunction if the moving party “demonstrates either a combination of probable success on the merits and the possibility of irreparable harm or that serious questions are raised and the balance of hardships tips sharply in his favor.”

Behymer-Smith ex rel. Behymer v. Coral Acad. of Sci., 427 F. Supp. 2d 969, 972 (D. Nev. 2006) (quoting *Earth Island Inst. v. United States Forest Serv.*, 442 F.3d 1147, 1158-1159 (9th Cir. 2006) (quoting *Earth Island Inst. v. United States Forest Serv.*, 351 F.3d 1291, 1297 (9th Cir. 2003)). See also, *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008) (“A plaintiff seeking a preliminary injunction must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest.”) (citing *Munaf v. Geren*, 553 U.S. 674, 689-690 (2008); *Amoco Production Co. v. Gambell*, 480 U.S. 531, 542 (1987); *Weinberger v. Romero-Barcelo*, 456 U.S. 305, 311-312 (1982)).

IV. Argument: A Preliminary Injunction Should be Granted

a. Jane Roe is Likely to Succeed on the Merits

The laws of Colorado – where Jane Roe resides and where Jane Roe played the Defendant’s games – plainly prohibit advertisements that fail to disclose material information about a product or service. The Defendant is advertising online casino games without so much

1 as mentioning (i) its platform involves gambling; (ii) consumers can lose money; and (iii)
 2 consumers are statistically likely to lose money. This is a black letter violation of Colorado law,
 3 and Jane Roe is thus likely to prevail on her claim for violation of the Colorado Consumer
 4 Protection Act (Count VII of the Complaint).⁵

5 Under governing law, in order to show a substantial likelihood of success on the merits,
 6 one must demonstrate only “a fair chance of success.” *In re Focus Media Inc.*, 387 F.3d 1077,
 7 1086 (9th Cir. 2004) (quoting *Republic of the Philippines v. Marcos*, 862 F.2d 1355, 1362 (9th
 8 Cir. 1988)).

9
 10 Under Colorado law, “A person engages in a deceptive trade practice” when “in the
 11 course of the person's business, vocation, or occupation, the person... Fails to disclose material
 12 information concerning goods, services, or property which information was known at the time
 13 of an advertisement or sale if such failure to disclose such information was intended to induce
 14 the consumer to enter into a transaction...” Colo. Rev. Stat. § 6-1-105(1)(u). The statutory
 15 scheme goes on to provide civil recourse to any person who “[i]s an actual or potential
 16 consumer of the defendant's goods, services, or property and is injured as a result of such
 17 deceptive trade practice...” Colo. Rev. Stat. § 6-1-113(1)(a).

18
 19 Here, Jane Roe has clearly established that she was a consumer of the Defendant's goods
 20 and services – she gambled (and lost) tens of thousands of dollars on the Defendant's
 21 smartphone apps. And, similarly, she has clearly demonstrated injury both in the form of her
 22
 23
 24

25
 26 ⁵ Jane Roe has brought three claims for violation of the Colorado Consumer Protection Act,
 being Counts VII, VIII and IX of the Complaint. For purposes of this motion, she focusses solely
 on the claim stated in Count VII.

1 financial losses as well as the mental anguish – including that symptomatic of addiction – she
 2 has suffered as a result of using the Defendant’s apps.

3 The lone remaining requirement, to establish a violation of the Colorado Consumer
 4 Protection Act and an entitlement to recourse thereunder, is demonstrating the Defendant “Fails
 5 to disclose material information concerning goods, services, or property which information was
 6 known at the time of an advertisement or sale if such failure to disclose such information was
 7 intended to induce the consumer to enter into a transaction...” Colo. Rev. Stat. § 6-1-105(1)(u).

8 The Defendant’s advertisements do not disclose that consumers can (and, indeed, are
 9 likely to) lose money on the Defendant’s apps. This is certainly “material information” and the
 10 withholding of this information can be reasonably understood as being calculated to induce
 11 consumers (like Jane Roe) to use the Defendant’s products.

12 Indeed, by taking a “rake,” the Defendant creates an ecosystem akin to a Las Vegas
 13 poker room, where money is removed from the consumer pool every time a game is played.
 14 This directly ensures the average consumer will lose money, as the total prize pool is less than
 15 that wagered by competing patrons. By way of anecdote only, in a two person match, with a
 16 sixteen and two thirds percent (16.67%) “rake,” the average player will lose slightly over eight
 17 percent (8%) of her money. Extrapolated over hundreds – if not thousands – of matches, given
 18 the Defendant’s heavy promotion of each match only lasting a few minutes, this adds up to a
 19 considerable sum whereby the average consumer will lose appreciable sums of money.

20 Yet the Defendant does not advertise that people may lose money – it only shows people
 21 winning money, promotes how that money can accumulate over time, and urges consumers that
 22 those profits can be put “to good to use.” To be sure, one viewing the Defendant’s ads, without
 23 any contextual knowledge of the issues alleged in this lawsuit, would have absolutely no idea

1 someone could lose money on the Defendant's apps – the advertisements genuinely make it
 2 appears as though the Defendant is paying people to play games just as myriad websites pay
 3 individuals to take surveys or watch advertisements.

4 For these reasons, Jane Roe has more than “a fair chance of success” in her claim for
 5 violation of the Colorado Consumer Protection Act, under the *In re Focus Media Inc.* standard.
 6 She accordingly demonstrates a likelihood of success on the merits herein.
 7

8 **b. The Defendant's Advertisements Cause Jane Roe Irreparable Harm**

9 The trauma Jane Roe has suffered at the hands of the Defendant can hardly be
 10 understated – she has gone from living a typical middle class life in the scenic throes of
 11 Colorado to attending therapy, being a member of Gamblers Anonymous, coping with crippling
 12 debt, and dealing with the sheer perceived embarrassment of having borrowed money from
 13 others to feed a gambling habit. This trauma is amplified – to a cringeworthy degree – every
 14 time Jane Roe sees one of the Defendant's illegal advertisements, which she has been unable to
 15 avoid. And she thus continues to suffer irreparable harm through the Defendant's running of
 16 these ads.
 17

18 As the United States Court of Appeals for the Ninth Circuit has observed, “A plaintiff
 19 who seeks preliminary injunctive relief must show ‘that irreparable injury is likely in the
 20 absence of an injunction.’ She need not further show that the action sought to be enjoined is the
 21 exclusive cause of the injury.” *M.R. v. Dreyfus*, 697 F.3d 706, 728 (9th Cir. 2012) (quoting
 22 *Winter*, 555 U.S. at 22; citing *Harris v. Bd. of Supervisors*, 366 F.3d 754, 766 (9th Cir. 2004)).

23 Here, Jane Roe is emotionally retriggered by the Defendant's advertisements. To
 24 whatever extent she can find ways to escape the shadow the Defendant has cast over her life,
 25 and turn her mind away from the appreciable harm she has suffered, those efforts are
 26

1 undermined every time she sees an advertisement promoting one of the Defendant's products.
 2 That the advertisements almost uniformly portray other women gleefully making money on
 3 these products only compounds the emotional harm.

4 Worse, since the Defendant advertises in forums seemingly strategically targeted at
 5 people like Jane Roe – frugal middle-class women – it is nearly impossible for Jane Roe to
 6 avoid these advertisements. This is not a case where she can forbear from opening promotional
 7 mailings from a casino; this is a case where the Defendant's advertisements follow her on her
 8 smartphone and thus invade her life at the most random and unpredictable of times. By simply
 9 browsing the internet, Jane Roe risks being ambushed by the Defendant's illicit marketing.

10
 11 Jane Roe is trying, with appreciable effort, to move on with her life. So long as the
 12 Defendant is advertising its products in a manner that bombards her, she is unable to do so as
 13 effectively as one might hope, and every time she sees one such advertisement, she suffers
 14 necessary emotional duress. She is thus irreparably harmed by these marketing campaigns, and
 15 will continue to be so harmed unless and until they are enjoined.

16
c. The Balance of Hardships Tips in Favor of Jane Roe

17
 18 It is difficult to assess the balance of hardships in any quantifiable fashion, since Jane
 19 Roe's harms are emotional in nature and the Defendant's advertisements presumably lead to its
 20 pecuniary gain. However, inasmuch as the injunction sought herein would merely compel the
 21 Defendant to comply with governing law, it is suggested there is no colorable hardship it will
 22 suffer if enjoined.

23
 24 Injunctive relief requiring a party to adhere to the law is, by definition, not a cognizable
 25 hardship upon that party. *See, e.g., City of Carlsbad v. Shah*, 850 F. Supp. 2d 1087, 1113 (S.D.
 26 Cal. 2012) (“The third factor, the balance of hardships, is also satisfied. There is no harm to

1 Shah since an injunction would merely require Shah to comply with the law.”) (citing *Capitol*
 2 *Records v. Zahn*, 2007 WL 542816, at *4 (M.D. Tenn. 2007)); *Miller v. Carlson*, 768 F. Supp.
 3 1341, 1343 (N.D. Cal. 1991) (“[I]rreparable injury” to a party being enjoined “is unlikely
 4 where the Court has merely ordered the defendants to comply with the law.”) (citing *Dellums v.*
 5 *Smith*, 577 F.Supp. 1456, 1458 (N.D. Cal. 1984)); *Reflex Media, Inc. v. Endeavor Standard*
 6 *SDN. BHD.*, 2019 WL 6792792, at *4 (C.D. Cal. 2019) (“In considering the balance of
 7 hardships between the parties, Defendants would suffer no harm by being required to comply
 8 with existing law. Defendants are likely to argue that they may lose money from its audience by
 9 having to change its website, but such argument would be unavailing.”) (citing *Triad Sys. Corp.*
 10 *v. Southeaster Exp. Co.*, 64 F.3d 1330, 1338 (9th Cir. 1995)); *Livewirecyber, Inc. v. Lee*, 2017
 11 WL 5640525, at *3 (C.D. Cal. 2017) (“The public interest is served, and the balance of
 12 hardships tips sharply in a plaintiff’s favor when a defendant is required to do no more than
 13 comply with the law.”) (citing *Henry Schein, Inc. v. Cook*, 191 F. Supp. 3d 1072, 1077-1078
 14 (N.D. Cal. 2016); *Dish Network L.L.C. v. Ramirez*, 2016 WL 3092184, at *7 (N.D. Cal. 2016)).

17 As noted *supra*, the Defendant’s advertisements constitute egregious violations of the
 18 Colorado Consumer Protection Act. Even putting aside the legality, *vel non*, of the Defendant’s
 19 apps (which is not the subject of this motion, as Jane Roe no longer uses these apps), it is clear
 20 the Defendant is advertising a product without disclosing that consumers are likely to lose
 21 money by utilizing that product. This is a flagrant violation of Section 6-1-105(1)(u) of the
 22 Colorado Revised Statutes, and enjoining the Defendant from running such advertisements will
 23 only serve to bring the Defendant into compliance with this governing statutory scheme.

25 By contrast, the absence of an injunction will continue to make Jane Roe susceptible to
 26 appreciable emotional harms, will continue to hamper her efforts to rebuild her life from the

1 ruins created by the Defendant, and will continue to create an intrinsic fear every time she so
 2 much as uses her smartphone or browses the internet.

3 Moreover, the injunction sought herein will only apply to advertising in Colorado,
 4 specifically so as to minimize the impact on the Defendant. While it is argued in this case the
 5 Defendant is also actively violating the laws of the State of Nevada, the State of Texas, and,
 6 indeed, the United States of America, the injunction sought here is narrowly tailored to prevent
 7 ongoing harm to Jane Roe, a resident of Colorado who scarcely leaves the state. In an age of
 8 online advertising, it is easy for businesses to “geofence” their marketing campaigns; it should
 9 prove simple for the Defendant to cease advertising in Colorado without hampering the
 10 Defendant’s promotional efforts in other states.

12 The balance of Jane Roe continuing to be harmed, with the Defendant merely having to
 13 comport with governing law in a single state, readily tips in favor of Jane Roe. The third criteria
 14 of preliminary injunctive relief is accordingly well satisfied herein.

16 **d. Public Policy Strongly Favors Discontinuing the Defendant’s Advertising**

17 Inasmuch as Jane Roe’s claim giving rise to this motion is premised upon enforcement
 18 of a consumer protection statute, public policy rather strongly supports the granting of a
 19 preliminary injunction. Stopping deceptive and unfair marketing practices – which have a
 20 tendency to dupe the citizenry into losing money – is very much in the public interest;
 21 permitting the Defendant to continue its willful violation of governing law is most certainly not
 22 in the public interest.

23 As noted by the *Livewirecyber, Inc.* Court, “The public interest is served... when a
 24 defendant is required to do no more than comply with the law.” *Livewirecyber, Inc.*, 2017 WL
 25 5640525, at *3. *See also, Env'l. Prot. Info. Ctr. v. Carlson*, ____ F.3d ___, 2020 WL 4433123, at

1 *6 (9th Cir. 2020) (“The public interest is served by requiring the Forest Service to comply with
 2 the law”).

3 One of the reasons screenshots from the Defendant’s advertisements are replicated
 4 herein is because words do not tend to do justice to the manipulative and unconscionable nature
 5 of these campaigns. Even a lawful and licensed casino running videos of this variety would
 6 almost assuredly be rapidly summoned before a regulatory body, enjoined, punished, and
 7 potentially suffer forfeiture of its license. *See, e.g.*, Nev. Gaming Reg. § 5.011(1)(d) (noting
 8 grounds for disciplinary action against a casino to include “[f]ailure to conduct advertising and
 9 public relations activities in accordance with decency, dignity, good taste, honesty, and
 10 inoffensiveness, including, without limitation, advertising that is false or materially
 11 misleading.”); Nev. Gaming Reg. § 5A.155 (“An operator, including its employees or agents,
 12 shall be truthful and non-deceptive in all aspects of its interactive gaming advertising and
 13 promotions”).

14 The Defendant’s advertisements are, quite plainly, predatory – they create a wholesale
 15 fiction, altogether fail to note that gambling is involved (much less a probable loss of monies),
 16 and lure in a vulnerable public. If the Defendant were a lawful gaming operator subject to
 17 governing regulators, these advertisements would be prohibited by those regulations. That the
 18 Defendant escapes regulatory oversight by operating illegally does not excuse its conduct.

19 If the Defendant believes it has advertisements that comply with governing law, it is
 20 welcome to produce them as part of its opposition to this motion. And if the Defendant wishes
 21 to create legally-compliant advertisements in the future, those can be assessed once extant in
 22 nature (they would, no doubt, still cause appreciable harm to Jane Roe, but the public interest
 23 and balance of equities could be altered in such a scenario). For the time being, though, it

1 appears every single advertisement of the Defendant is nothing short of a fraud on the public;
2 enjoining such activities thusly well accords with the public interest.

3 **V. Conclusion**

4 WHEREFORE, Jane Roe respectfully prays this Honorable Court (i) preliminarily
5 enjoin the Defendant from advertising in the State of Colorado; (ii) direct her to post security in
6 the amount of One Thousand Dollars and No Cents (\$1,000.00) pursuant to Federal Rule of
7 Civil Procedure 65(c); (iii) permit her counsel of record herein to provide the foregoing security
8 from the funds of his law firm; and (iv) afford such other and further relief as may be just and
9 proper.

10
11 Respectfully submitted,

12
13 /s/ Maurice B. VerStandig
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23
24
25
26 [CERTIFICATE OF SERVICE ON FOLLOWING PAGE]

CERTIFICATE OF SERVICE

I certify that on this 16th day of August, 2020, I have caused a true and accurate copy of the foregoing to be served on the following person via this Honorable Court's CM/ECF system:

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